

# EXHIBIT 5

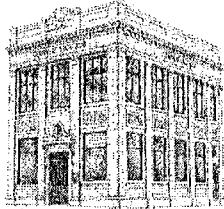
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**From:** Joel Baar <joelb@bolhouselaw.com>  
**Sent:** Wednesday, December 17, 2014 5:09 PM  
**To:** Billy Jones  
**Subject:** RE: Floyd's Jude's  
**Attachments:** CCE12162014\_0001.pdf; CCE12162014.pdf

Billy:

See attached – they came in this morning. Thomas indicated he made a few small changes to the Settlement Agreement to better specify the location of the poster wall. I believe this is in Paragraph 2(b). I have not compared this with the most recent draft, nor have I had a chance to review it for any other changes he may have made, but he did not identify any. I say that only to make sure we're on the same page, and that you don't think I tried to sneak something in there. Please let me know if you have any concerns with his amendments. I pray that we are there.

Joel



*Joel W. Baar*  
[joelb@bolhouselaw.com](mailto:joelb@bolhouselaw.com)

**Bolhouse, Baar & Hofstee, PC**  
Grandville State Bank Building  
3996 Chicago Drive SW ~ Grandville, MI 49418  
Phone: (616) 531-7711 ~ Fax: (616) 531-7757

[www.bolhouselaw.com](http://www.bolhouselaw.com)

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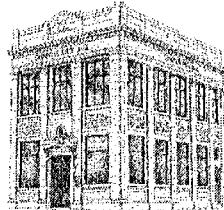
**From:** Billy Jones [mailto:[billy.jones@moyewhite.com](mailto:billy.jones@moyewhite.com)]  
**Sent:** Wednesday, December 17, 2014 5:01 PM  
**To:** Joel Baar  
**Subject:** RE: Floyd's Jude's

?????

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**From:** Joel Baar [mailto:[joelb@bolhouselaw.com](mailto:joelb@bolhouselaw.com)]  
**Sent:** Monday, December 15, 2014 12:08 PM  
**To:** Billy Jones  
**Subject:** RE: Floyd's Jude's

My client just got back in town, so I'm hoping to get you some autographs shortly.



*Joel W. Baar*  
[joelb@bolhouselaw.com](mailto:joelb@bolhouselaw.com)  
**Bolhouse, Baar & Hofstee, PC**

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3996 Chicago Drive SW ~ Grandville, MI 49418  
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**From:** Billy Jones [<mailto:billy.jones@moyewhite.com>]  
**Sent:** Wednesday, December 10, 2014 10:23 AM  
**To:** Joel Baar  
**Subject:** RE: Floyd's Jude's

That is great. Here are the two revised versions.

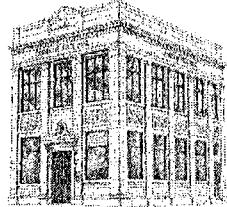
Billy

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**From:** Joel Baar [<mailto:joelb@bolhouselaw.com>]  
**Sent:** Tuesday, December 09, 2014 6:06 AM  
**To:** Billy Jones  
**Subject:** RE: Floyd's Jude's

I can't believe it – we have an agreement! Jude's will take the third option – if you would make the revision and send it over, I will get it signed. However, Thomas is out of the area until next Monday, so it will be a few days before he can sign. I'm happy to sign the dismissal so we can wrap up the court case during the interim.

Joel



*Joel W. Baar*  
[joelb@bolhouselaw.com](mailto:joelb@bolhouselaw.com)  
**Bolhouse, Baar & Hofstee, PC**  
Grandville State Bank Building  
3996 Chicago Drive SW ~ Grandville, MI 49418  
Phone: (616) 531-7711 ~ Fax: (616) 531-7757

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**From:** Billy Jones [<mailto:billy.jones@moyewhite.com>]  
**Sent:** Monday, December 08, 2014 4:03 PM  
**To:** Joel Baar  
**Subject:** RE: Floyd's Jude's

Joel. I am trying very hard to get this complete. Let me offer three potential options for section 4.1. Any one of these would work for us, and I have tried to structure them with as much sensitivity to your client's concerns as possible. I have also tried to make them as generic as possible.

Please tell me one of these would work.

Billy

4.1 During the term of this License, Licensee agrees that it will continue to provide the Licensee's present level of services as offered in its downtown Grand Rapids, Michigan location.

4.1 During the term of this License, Licensee agrees that it will continue to operate in the same manner as it has at its downtown Grand Rapids, Michigan location.

4.1 During the term of this License, Licensee agrees that it will continue to operate its locations in the same manner as it has in the past.

**From:** Joel Baar [mailto:[joelb@bolhousetlaw.com](mailto:joelb@bolhousetlaw.com)]

**Sent:** Friday, December 05, 2014 1:43 PM

**To:** Billy Jones

**Subject:** RE: Floyd's Jude's

Billy:

The issue, as we see it, is an attempt in 4.1 to create something larger than a license (which is a right to use) by imposing service standards on the use of the license for the poster wall. We would agree with a standard on the use of the poster wall using the GR location as the standard (at least the poster wall that used to be up at that location since it has since been transitioned), but are struggling with the imposition of a service standard which is something different than was agreed. In other words, Floyd's has every right to protect the use of its trade dress and the standard of how it is used – but to impose a service standard above and beyond that seems a bit much. I realize the heightened sensitivity between our clients is what is making what may be a minor issue a bigger issue, but Jude's cannot agree to any language that allows Floyd's to dictate how Jude's provides services and what standards (recognizing of course that Jude's has every incentive to provide high quality services to its clients). With that said, here's what I propose to 4.1:

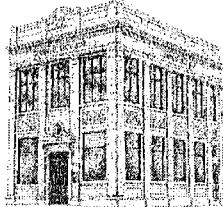
From:

4.1 During the term of this License, Licensee agrees that its services provided in connection with its use of the poster wall shall be of the same nature and quality as the services provided in its downtown Grand Rapids, Michigan location. Towards that end, during the term of the license, until transitioned, Licensee agrees to maintain the poster wall in the same nature and quality standard of its downtown Grand Rapids, Michigan location in all of its locations.

To:

4.1 During the term of this License, Licensee agrees that its use, under this license, of the poster wall shall be of the same nature and quality as the poster wall that was located in its downtown Grand Rapids, Michigan location. Towards that end, during the term of the license, until transitioned, Licensee agrees to maintain any poster wall at any location in the same nature and quality as its downtown Grand Rapids, Michigan location.

Please tell me that is acceptable language so we can go get a beer. Thank you.



*Joel W. Baar*

[joelb@bolhouselaw.com](mailto:joelb@bolhouselaw.com)

**Bolhouse, Baar & Hofstee, PC**

Grandville State Bank Building

3996 Chicago Drive SW ~ Grandville, MI 49418

Phone: (616) 531-7711 ~ Fax: (616) 531-7757

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**From:** Billy Jones [<mailto:billy.jones@moyewhite.com>]

**Sent:** Friday, December 05, 2014 11:18 AM

**To:** Joel Baar

**Subject:** RE: Floyd's Jude's

Joel. Appreciate the attempt, but this license is not really a license at all. As we discussed previously, the necessity for standards are critical to avoid a "naked" license, which is not really a license at all. The only standard we asked was that your guy just keep doing what he is doing. I don't see how that is at all problematic or unreasonable.

We really can't wait on this any longer. Please take the weekend with you guy and get him on board with signing the last agreed versions of this. If we can't get sign by Monday, we'll have to contact the court, let me know we don't have a deal, and get back on the trial track and/or travel back to Detroit to discuss enforcement of the settlement agreement with the judge. That really isn't in anyone's best interest.

Here is hoping we can get these signed.

Billy

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**From:** Joel Baar [<mailto:joelb@bolhouselaw.com>]

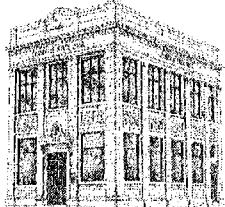
**Sent:** Tuesday, December 02, 2014 2:56 PM

**To:** Billy Jones

**Subject:** RE: Floyd's Jude's

Billy:

I have pushed very hard to get my client to sign a limited license agreement that will comply with Paragraph 1 and 6 of the handwritten settlement agreement. Attached is the license agreement he has informed me that he is willing to sign. It simply permits Jude's the right to use the poster wall, without the extraneous legalese that has been submitted as part of an overly broad and burdensome franchisee license agreement. I believe this document complies with the handwritten settlement agreement in that regard. Please advise. Thank you.



*Joel W. Baar*  
[joelb@bolhouselaw.com](mailto:joelb@bolhouselaw.com)

**Bolhouse, Baar & Lefere, PC**

Grandville State Bank Building  
3996 Chicago Drive SW ~ Grandville, MI 49418  
Phone: (616) 531-7711 ~ Fax: (616) 531-7757

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**From:** Billy Jones [<mailto:billy.jones@moyewhite.com>]

**Sent:** Tuesday, December 02, 2014 4:04 PM

**To:** Joel Baar

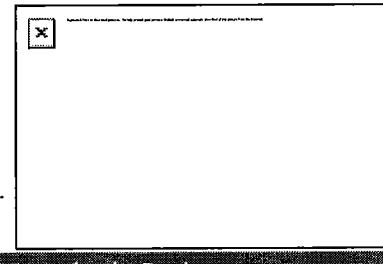
**Subject:** Floyd's Jude's

Joel. I need a signed license. Otherwise we are kinda nowhere, and I need to let the court know we're not settled and back to square one. Please tell me you've talked to your guy and he's signing the last set of docs I sent. If a minor tweak is needed, fine but let me know. We can't let this hang out much farther.

Billy  
**William "Billy" F. Jones**  
 Partner  
 303 292 7930

[REDACTED]  
 Moye White LLP Attorneys at Law  
 16 Market Square 6th Floor 1400 16th Street Denver CO 80202-  
 1486  
 tel 303 292 2900 fax 303 292 4510 [www.moyewhite.com](http://www.moyewhite.com)

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